



## Auktorisoidun kääntäjän tutkinto 16.11.2024

Kielet ja käännösuunta

*englannista suomeen*

Aihepiiri (aukt2)

*laki ja hallinto*

Käännöstehtävä

**Käännettävä teksti** on seuraavalla sivulla. Teksti on

*Ote tuomioistuimen päätöksestä*

Lähde: PSN Recruitments Ltd (t/a Cosmopolitan Recruitment) v Ludley & Anor [2023] EWHC 3153 (IPEC) (08 December 2023) (bailii.org)

**Käännöksen käyttötarkoitus:**

*Käännöstä käytetään arvioitaessa mahdollisuutta muutoksenhakuun*

Käännettävä teksti on lyhennetty alkuperäisestä tutkintoa varten, eikä siitä tehtyä käännöstä merkitä otteittaiseksi käännökseksi.

Laadi käännös Suomen kääntäjien ja tulkkien liiton auktorisoidun kääntäjän ohjeiden mukaisesti. Nimeä käännös ja kirjoita vahvistuslauseke.

Huom! Älä kuitenkaan kirjoita käännökseen omaa nimeäsi, sillä käännös arvioidaan anonyymisti.

Käännettävän tekstin pituus 2007 merkkiä.

## Submissions and determination

85. The Claimant pleads that the Claimant's Client List is Confidential Information as that term is defined at clause 46(b) in Mr Ludley's employment contract, and that by sending the 27 June Email he breached clause 47 of his employment contract.

/--/

96. Finally, I am satisfied that Mr Ludley had actual knowledge of the terms of his contract of employment with the Claimant in which the Claimant expressly sought to control such confidential information.

97. It follows that:

i) I am satisfied that the Claimant's Client List was "Confidential Information" as defined in clause 46 of Mr Ludley's contract of employment being "information which is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the business and affairs of the Employer", and that his transfer of that information to his personal MailChimp account during the course of his employment and use of the Claimant's Client List by sending the 27 June Email after the determination of his employment were both in breach of clause 47 of that contract;

ii) Given that finding in relation to the express contractual terms, I do not need to go on to consider implied terms;

iii) I am further satisfied that both Mr Ludley and Greenscape are in breach of the equitable duty of confidence, as they have both used the Claimant's Client List, which is confidential information amounting to or akin to a trade secret (meeting all the requirements set out in *Lansing Linde*), inconsistently with its confidential nature, and I am satisfied that each of them received it in circumstances where they agreed (in relation to Mr Ludley), or ought to have appreciated (in relation to Greenscape who is fixed with the knowledge of its sole director and shareholder Mr Ludley), that it was confidential.

/--/

## G. Summary

99. The Claimant has suffered loss and damage by the Defendants' passing off, quantified at £59,579.92.

100. The Defendants are liable to the Claimant for breach of confidence.